

Victoria K. McHenry, Esq.
July 7, 1997
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EDI 7.0 because of constantly changing BellSouth business rules and BellSouth development errors that have not yet been corrected.

4. BellSouth has not developed methods and procedures or an electronic means for ordering elements to be combined by CLECs.

5. BellSouth-provided "flow-through" data shows that BellSouth orders enjoy a higher flow-through rate (i.e., are processed electronically without manual processing) than CLEC orders.

6. BellSouth does not provide CLECs with electronic jeopardy notices for BellSouth-caused provisioning delays, despite the fact that this was specifically identified by the FCC as a deficiency in its BellSouth South Carolina Order and required to be provided under AT&T's Interconnection Agreement some 16 months ago.

Performance Measurements

1. The Louisiana PSC has not completed its proceeding regarding BellSouth's SGAT revisions related to performance measurements.

2. BellSouth has not provided CLECs with data for Louisiana or its nine-state region that show the average installation interval for CLEC orders from the time when BellSouth first receives a CLEC order to the time BellSouth provisions service for that order. Nor has BellSouth provided data comparing such average installation intervals with the intervals enjoyed by BellSouth's retail unit.

3. BellSouth's "data warehouse" does not presently permit CLECs access to the data underlying BellSouth's summary report for that CLEC. Instead, the data warehouse today only permits certain CLECs to view electronically the same summary report BellSouth provides on paper. In addition, CLECs do not have access to the data underlying the summary numbers BellSouth reports for itself.

Contract Service Arrangements

Under both its interconnection agreement with AT&T and its SGAT in Louisiana:

1. BellSouth allows CLECs to resell service under CSAs only to the specific customer covered by the CSA. BellSouth does not allow CLECs to resell service under CSAs to other customers. BellSouth also does not permit CLECs to aggregate the traffic of different customers to meet the volume requirements of an individual CSA.

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2. BellSouth will assess termination liability on existing BellSouth customers under CSAs that seek to terminate the CSA to take service from a CLEC prior to the expiration of the CSA's term.

3. BellSouth may withdraw each customer-specific CSA effective upon expiration of the CSA's term.

Branding of Operator services and Directory Assistance

Within its nine-state region, BellSouth has not been branding as CLEC-provided, the operator services or directory assistance it provides to CLEC end users, even where required to do so by order of the Public Service Commission and the terms of its interconnection agreement with AT&T. Nor has BellSouth unbranded such calls. Today, a CLEC end user using operator services or directory assistance provided for the CLEC by BellSouth will hear branding that states BellSouth is providing such service.

Compliance with Section 272

BellSouth has not provided information demonstrating its compliance with Section 272. Thus, BellSouth has not disclosed all transactions between BellSouth Telecommunications and BellSouth Long Distance from February 8, 1996 to date. Further, BellSouth has not disclosed what procedures it has in place or will implement to ensure compliance with the requirements of Section 272.

If I have misstated the facts or any position of BellSouth, or if BellSouth is willing to revisit its position on any of the above matters, please notify me immediately, but in all events before BellSouth files its application with the FCC. Further, unless these issues are addressed in full in BellSouth's 271 application, BellSouth's application will not be complete as filed, and AT&T will take appropriate measures to address any subsequent attempts by BellSouth improperly to place such material in the record.

Sincerely,

Stephen C. Garavito
Stephen C. Garavito
General Attorney

cc: Michael K. Kellogg (via facsimile 202-326-7999)

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of

**Second Application by BellSouth
Corporation, BellSouth Telecommunications,
Inc., and BellSouth Long Distance, Inc., for
Provision of In-Region, InterLATA Services
in Louisiana**

CC Docket No. 98-121

AFFIDAVIT

OF

DONNA HASSEBROCK

ON BEHALF OF

AT&T CORP.

AT&T EXHIBIT H

Filed August 4, 1998

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Before the
FEDERAL COMMUNICATIONS COMMISSION
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In the Matter of)	
)	
Second Application of BellSouth Corporation,)	CC Docket
BellSouth Telecommunications, Inc., and)	No. 98-121
BellSouth Long Distance, Inc., for Provision of)	
In-Region, InterLATA Services in Louisiana)	

AFFIDAVIT OF DONNA HASSEBROCK

Donna Hassebrock, being duly sworn on oath, deposes and states as follows:

1. My name is Donna Hassebrock. My business address is 1200 Peachtree Street, Atlanta, Georgia. Currently I am employed by AT&T Corp. ("AT&T") as District Manager, AT&T Digital Link Product Delivery -- Southern States. In this position, I am responsible for all aspects of introducing AT&T Digital Link service into the nine BellSouth states, including Louisiana. I thus am responsible for ensuring that regulatory requirements have been met, ensuring that necessary infrastructure is in place, and testing the interfaces with BellSouth to ensure that necessary BellSouth functions, such as number portability and directory listings, can be ordered and provisioned in a timely and accurate manner.

2. I received a Bachelor's Degree in Mathematics from Christian Brothers University, Memphis, Tennessee, in 1981. Since my graduation I have been employed continuously in the telecommunications industry.

3. I began my career with South Central Bell in 1981 in Memphis, Tennessee, as an Associate Account Executive marketing business telecommunications services, such as Centrex. In 1988, I moved to AT&T in Memphis as a Senior Account Executive. In that position, I was responsible for responding to state RFPs and negotiating state government contracts. In 1990, I became a National Account Manager -- Major Markets and marketed telecommunications services relating to the Health Care, Securities and Surface Transportation industries. In 1992, I transferred to Atlanta, Georgia, to take a position as a Senior Marketing Representative, National Accounts, where I negotiated service arrangements for large business accounts. I became a National Account Manager -- Global Accounts in 1993 and was responsible for the telecommunications needs (voice and data) of a single AT&T national account. In 1995, I became the Marketing Director, New Markets Development for the AT&T Southern Region. In that position, I assisted in planning AT&T's entry into the local services market in the nine BellSouth states. In 1996, I was appointed to my present position of District Manager, AT&T Digital Link Product Delivery -- Southern States.

I. PURPOSE AND SUMMARY OF AFFIDAVIT

4. The purpose of my affidavit is to describe the difficulties that AT&T has encountered, as of the date of BellSouth's application (July 9, 1998), in our efforts to enter the local exchange market through the provision of AT&T Digital Link ("ADL") service, due to the failure of BellSouth to perform its obligations under the Telecommunications Act of 1996. In particular, AT&T's ability to provide inbound local calling with ADL depends on BellSouth's compliance with the Act's requirements to provide interconnection, number portability and directory listings. BellSouth has not done so. Indeed, as of the date of BellSouth's application,

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AT&T's ability even to place number portability and directory listing orders over BellSouth's interfaces was inferior to the ordering process in effect just a few months ago.¹

5. As described in Part II, AT&T offers ADL as a means of providing local exchange service to business customers using AT&T's existing toll switches. AT&T is currently providing some ADL functionality in the BellSouth region, and plans to expand that functionality throughout 1998. However, AT&T cannot offer the full local service functionality of ADL to business customers unless and until BellSouth provides reliable ordering and provisioning processes and necessary infrastructure.

6. BellSouth has not done so. As discussed in Part III, BellSouth has failed to provide interconnection, number portability and directory listings as required by the Act. BellSouth's failure to provide nondiscriminatory interconnection ranges from its failure to timely provision needed interconnection trunks in Florida -- thereby delaying AT&T's introduction of inbound local calling in that state -- to its shut off of every AT&T 800/888 trunk in the State of Georgia on the pretext that AT&T had failed to pay a bill for 800 database "dips."² BellSouth also has failed to program its switches to recognize and route properly calls made to AT&T

¹ The problems discussed in this affidavit are those that have had the greatest adverse effect on AT&T's ability to enter the local exchange market through ADL service. In his affidavit, Mr. Bradbury describes deficiencies in BellSouth's operational support systems ("OSS"), in addition to those discussed here, that also adversely affect other modes of entry into the market, such as entry through combinations of unbundled network elements ("UNEs").

² In fact, AT&T had never received such a bill. Further, its interconnection agreement with BellSouth calls for specific processes to be followed -- and not the shut off of service -- in the event of a billing dispute.

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NPA/NXXs, with the result that calls to AT&T customers could not be completed and carrier-to-carrier billing was not accurate.

7. BellSouth's failure to meet its obligation under the Act to provide number portability at the time of its application is evidenced by the fact that AT&T could not even submit orders (either electronic or manual) to port subsequent numbers for an individual business customer. Due to BellSouth's refusal to follow industry standards, and its abrupt unilateral abandonment of a work-around developed to mitigate BellSouth's failure to follow standards, AT&T could not submit additional number portability orders for business customers who have previously moved some of their service and existing numbers to ADL. The ability to handle such "subsequent partial migrations" is critically important to ADL. Yet, BellSouth has instructed AT&T to place such orders by fax (a step backward from the previous electronic work-around), and even then had not told AT&T as of July 9, 1998 what BellSouth requires on such fax orders to avoid their being rejected.

8. BellSouth also has not implemented a means to disconnect ported numbers. Further, BellSouth proposes to roll out an entirely new process for ordering permanent number portability (provided via Location Routing Number or "LRN") on the same day LRN is implemented in the Atlanta Metropolitan Statistical Area ("MSA"), thereby giving AT&T (and other CLECs) no opportunity to test the electronic interface before it must send LRN orders. Instead, BellSouth is permitting CLECs to test the manual ordering processes two weeks before LRN roll out. In order to ensure that its customers are not affected by defective ordering

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processes, AT&T has no choice but to submit LRN orders manually until it can adequately test the electronic ordering process.

9. BellSouth also fails to provide the nondiscriminatory directory listings the Act requires. As of the date of its 271 application, AT&T could no longer submit even manual orders for complex directory listings for ported numbers due to BellSouth's unilateral, unannounced change of its internal systems. Similarly, BellSouth has refused to modify its internal systems to accept AT&T-assigned telephone numbers as CLEC account numbers for tracking purposes. BellSouth thus requires AT&T to follow a cumbersome, costly procedure of using "miscellaneous account numbers" on its orders -- a procedure that no other Regional Bell Operating Company ("RBOC" or "BOC") appears to follow -- and one BellSouth cannot yet implement.

10. In sum, BellSouth insists that AT&T place substantial numbers of ADL number portability orders by facsimile -- with the corresponding risks of errors and delay that accompany manual processing --yet, as of July 9, 1998, BellSouth had not yet determined what its internal requirements were for accepting such orders. AT&T has no assurance that the calls of its customers will be properly routed, that numbers will be successfully ported, that directory listings will be provided, or that BellSouth's billing records will be accurate. Due to these problems, AT&T's attempts to enter the market through the provision of ADL service have been severely impeded and jeopardized. For example, AT&T's offering of inbound local calling capability in Florida was delayed by three weeks. Similarly, AT&T's ability to provide an outbound 800/888 commercial offering is uncertain. Even where AT&T has tariffed and is marketing full-featured

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ADL service, BellSouth's failure to offer interconnection, number portability and directory listings in compliance with the Act raises the very real possibility that AT&T will be unable to deliver service to customers who sign up for its new offerings.

II. AN OVERVIEW OF ADL

11. Even prior to the passage of the 1996 Act, AT&T had been pursuing the provision of local exchange service within the BellSouth region. These efforts accelerated with the Act's passage. As outlined in the separate affidavit of Michelle Augier, during the last two years, AT&T has attempted to provide local service using all of the entry vehicles contemplated by the Act -- resale, unbundled network elements, and AT&T's own facilities. ADL is a means by which AT&T can offer such service using its own facilities, *i.e.*, its existing toll switches (4ESSs). As resale has proved uneconomical and BellSouth has blocked usage of unbundled network element combinations, AT&T's ability to provide facilities-based service, such as ADL, has become even more critical to AT&T's ability to compete in the local exchange market.

A. A Description of ADL Service

12. With ADL, AT&T is modifying, and seeking to use, its existing long distance facilities to provide local exchange service. Because the ADL architecture requires customers to have dedicated trunks to AT&T's toll switches, ADL service is limited to business customers who have a PBX with dedicated nodal facilities (a T1.5 facility) connecting the PBX to an AT&T 4ESS switch. At its simplest, ADL takes outbound local traffic that would otherwise be routed through local trunks to BellSouth and reroutes that traffic through the T1.5 facility to

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AT&T's 4ESS switch. AT&T then routes the local call to BellSouth for completion. In this manner, AT&T can offer an ADL customer the capability to place outbound local calls. The next phase in AT&T's ADL offer is to provide customers the ability to place outbound 800/888 ("8YY") calls. In order to do so, AT&T must add trunks connecting AT&T's 4ESS switch to BellSouth's switch. Finally, using additional trunks and obtaining number portability and directory listings from BellSouth, AT&T can offer ADL customers the ability to receive inbound local calls. This inbound calling capability is the most complex of the ADL capabilities to provision and requires the most cooperation from BellSouth. Attachment 1 to my affidavit contains diagrams illustrating the network architecture required to: (1) place long distance calls with dedicated facilities to the AT&T 4ESS; (2) provide outbound local calling capability; (3) add outbound 8YY capability; and (4) add inbound local call capability.

13. Any business customer with a PBX and a dedicated facility to AT&T's 4ESS is a potential ADL customer. Moreover, ADL permits a customer to aggregate its long distance and local calling on T1.5 facilities in order to meet volume commitments and qualify for discounts. As a result, the pool of business customers that would be candidates for utilizing dedicated facilities to AT&T's 4ESS should expand.

14. The provision of ADL, however, is a complex matter. For example, in the initial phase -- outbound local calling -- AT&T forwards, over existing dedicated access facilities, the local calls to BellSouth for completion. Because BellSouth cannot distinguish between terminating local and long distance calls, AT&T and BellSouth had to negotiate Percentage of Local Use ("PLU") factors so that access charges would not be applied to terminating local calls.

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15. The provision of outbound 8YY capability presents additional issues. Ordinarily, a business customer's PBX routes 8YY calls over local trunks to the BellSouth end office so that BellSouth can perform a database "dip" to determine which carrier has the 8YY number in question and route the call to that carrier. With ADL outbound 8YY capability, the 8YY calls are routed to AT&T's 4ESS. This switch identifies the AT&T 8YY numbers and routes those calls for completion over AT&T facilities. All other numbers must be sent to the BellSouth tandem switch for a database dip and call completion. This requires that AT&T obtain additional trunks to carry these calls to the BellSouth tandem.

16. The provision of inbound local calling is even more complex. First, AT&T must obtain additional trunks in order that it can differentiate between local traffic (for which reciprocal compensation would be assessed) and toll traffic (for which access charges would be assessed).³ Once the necessary network infrastructure is in place, AT&T must be able to obtain number portability from BellSouth for those numbers the business customer chooses to migrate to AT&T. AT&T also must be able to obtain directory listings for those ported numbers as well as for any new numbers AT&T directly assigns to the customer.

17. Provision of the full functionality of ADL thus requires AT&T to make substantial changes in its systems. It also requires the cooperation of BellSouth.

³ Unless AT&T provisioned trunks that are specifically, and separately, designated for these purposes, AT&T might assess access charges for incoming calls where such charges were not warranted.

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B. AT&T's Market Entry Plans For ADL

18. AT&T's market entry plan calls for the introduction of ADL in three phases: (1) outbound local, which allows customers to make outbound calls; (2) 8YY, which will allow customers to dial 800/888 numbers over AT&T's facilities, rather than over BellSouth's system; and (3) inbound local calling, which will enable ADL customers to receive inbound local calls. The first phase, outbound local, is currently being offered by AT&T in all of the States in the BellSouth region, because ADL customers can simply send their local outbound calls on the existing T1.5 facility. AT&T first offered outbound local service in the BellSouth region in September 1997 in the States of Louisiana and Florida. By the end of 1997, AT&T had an ADL outbound services offering in all BellSouth calling areas.

19. The second phase of ADL entry, 8YY calling, will enable ADL customers to make toll-free outbound calls using the existing T1.5 facility. The 8YY capability affords the customer the opportunity of making greater use of the T1.5 facility while decreasing the number of BellSouth lines that it will need. As discussed above, implementing this functionality requires that AT&T obtain additional trunks from BellSouth.

20. AT&T began offering 8YY capability to ADL customers in Florida, Georgia, North Carolina, and Tennessee on or about July 1, 1998, and in Louisiana and Alabama on July 15, 1998. AT&T's market entry plan calls for AT&T to offer 8YY capability in the remaining States in the BellSouth region by the end of 1998.

21. The third phase of ADL entry, the ability to receive inbound local calls, will offer customers the option to implement a number of different serving arrangements. Customers

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will be able to choose between porting their existing direct-inward-dialing ("DID") number blocks or simply ordering new DID number blocks from AT&T. They may port an existing main listed number service or order a new main listed number service.⁴ In addition, the offering of inbound local calling includes listing the customer in both the BellSouth business white pages and the BellSouth yellow pages.

III. BELLSOUTH HAS STYMIED AT&T'S ATTEMPTS TO EXPAND ITS ADL OFFERING THROUGH ITS FAILURE TO PROVIDE INTERCONNECTION, NUMBER PORTABILITY AND DIRECTORY LISTINGS AS REQUIRED BY THE ACT.

22. Since the beginning of 1996, AT&T has been planning to roll out all phases of ADL in the BellSouth states. Indeed, my job is to ensure that ADL is provisioned throughout the Southern Region so that business customers in every BellSouth state will have the option of choosing ADL as an alternative to BellSouth's local exchange service. To date, we have been offering only half of the local exchange package -- outbound calling. AT&T has now reached a critical juncture with its ADL offer in BellSouth territory -- the implementation of inbound local calling. In order to offer such facilities-based local service with outbound and inbound capability, AT&T must obtain interconnection, number portability and directory listings from BellSouth. BellSouth's refusal to meet its obligations under the Act has raised significant barriers to AT&T's offering of local service functionality with ADL. First, BellSouth has refused to provide to AT&T

⁴ In main listed number service, a business customer has one listed telephone number that receives all incoming calls and is normally answered by an attendant or an automated call distribution system. When the incoming call is received, the customer routes the call internally. Because main listed numbers often have been in effect for a long time and are well-known to the public, the ability to port such a number is very important to ADL customers.

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the nondiscriminatory interconnection required by the Act. Thus, BellSouth has delayed providing crucial interconnection trunks, intentionally shut down AT&T trunks, and failed to program routing instructions in its switches so that AT&T calls are properly routed.

23. Second, BellSouth has made it virtually impossible for AT&T to order interim number portability for its customers. BellSouth's *ad hoc* unilateral changes to its interfaces and business rules -- indeed, its failure to provide critical documentation and business rules -- has resulted in AT&T's inability even to submit critical number portability orders to BellSouth -- either electronically or manually. BellSouth's apparent indifference to its obligation to provide nondiscriminatory access to number portability is evidenced by its refusal to allow CLECs the opportunity to test the EDI interface for ordering permanent number portability until the same day such permanent number portability is first implemented in the region.

24. Third, BellSouth has precluded AT&T from placing anything but an initial simple directory listings order electronically. In some instances, such as directory listings for subsequent migrations of ported telephone numbers, BellSouth's actions have prevented AT&T from submitting orders for such listings at all. In other instances, BellSouth's unilateral and unannounced changes to its ordering requirements have abruptly prevented AT&T from placing complex directory listings for ported numbers. Finally, BellSouth has refused to modify its internal OSS so that they can recognize valid AT&T telephone numbers in order to process directory listing orders for such numbers.

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A. Failure to Provide Interconnection

25. The Act requires that BellSouth provide interconnection for local exchange service and exchange access “at least equal in quality” to that BellSouth provides itself, its subsidiaries and affiliates, and any other carrier. 47 U.S.C. §§ 251(c)(2), 271(c)(2)(B)(I). This “equal in quality” requirement is not limited to service quality perceived by end users, but includes service quality as perceived by the requesting telecommunications carrier. 47 C.F.R. § 51.305(a)(3); *Implementation of Local Competition Provisions of the Telecommunications Act of 1996*, First Report and Order, 11 FCC Rcd. 15499 (1996) (“*Local Competition First Report and Order*”) ¶ 224. CLECs may choose any technically feasible method of interconnection at any particular point (*id.*, ¶ 549), and BellSouth must provide interconnection facilities that meet the same technical criteria and service standards that are used for BellSouth’s interconnection trunks in its own network. 47 C.F.R. § 51.305(a)(3); *Local Competition First Report and Order* ¶ 224. BellSouth also must provide interconnection to CLECs in a manner no less efficient than that BellSouth provides itself to offer “just” and “reasonable” interconnection rates, terms and conditions. *Local Competition First Report and Order* ¶ 218.

26. BellSouth has violated each of these requirements. BellSouth has held up AT&T’s introduction of additional ADL functionality by delaying the provisioning of required trunks. In one instance, BellSouth shut down every AT&T ADL trunk in the State of Georgia for 14 hours for alleged non-payment of bills by AT&T. In addition, BellSouth has failed to program its switches to recognize AT&T NPA/NXX codes and route ADL calls to the appropriate trunk

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groups. As a result, calls to ADL customers are blocked, and AT&T's ability to bill other carriers accurately is jeopardized.

1. Trunk Provisioning

27. As explained previously, the success of ADL depends on sufficient trunking between the AT&T 4ESS switches and the BellSouth switches. BellSouth, however, has failed to provide trunks in a timely manner, thereby jeopardizing AT&T's market entry schedule.

28. In preparation of its roll out of inbound local calling capability in Florida, AT&T and BellSouth engaged in joint planning sessions over a period of about 30 days in order to plan and agree on implementation of AT&T's trunking requirements. During those planning meetings AT&T identified the trunking it desired, BellSouth explained what it could provide, and both parties agreed to the trunks that would be provisioned in Florida as well as an implementation schedule. AT&T then ordered the trunks in accordance with this mutually developed plan. Yet, only two days prior to AT&T's planned trial of the inbound local calling capability, BellSouth advised AT&T that the trunks would not be delivered for another 30 days, because it was "overwhelmed" with order volumes in the State as other CLECs also sought to enter the local exchange market. As a result of BellSouth's provisioning failure, AT&T was forced to delay its trial by three weeks and missed its target date for introducing inbound local calling capability in Florida. Further, because these interconnection trunks are very similar to access trunks, AT&T's experience in Florida belies BellSouth's assertion that its methods and

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procedures for interconnection with interexchange carriers in Louisiana are sufficient for ADL orders.

2. Shutdown of Georgia 8YY Trunks

29. In addition to its general failure to provide interconnection trunks on a timely basis, BellSouth caused a significant service outage once the trunks were in place. On June 8, 1998, BellSouth shut down all of AT&T's 8YY trunks in Georgia. BellSouth contended that it was taking such action because AT&T had failed to pay a bill for "database dip" charges, which are charges that BellSouth assesses when AT&T hands off an 800 call to BellSouth because AT&T does not have the 800 number in its own database.⁵ BellSouth's justification was simply a pretext, inasmuch as the amount of the charges involved was minimal in the context of the total charges that AT&T pays to BellSouth, and BellSouth had never sent a bill to AT&T for such charges. Moreover, BellSouth's actions were totally inconsistent with the parties' interconnection agreement, which sets forth specific procedures to be followed in the event of disputes and nonpayment of bills. Although BellSouth recently promised AT&T that it will not again turn off 8YY trunks while the parties work to resolve billing issues, it has not pledged that it will refrain from other customer affecting actions -- including refusal to provide trunks.

⁵ BellSouth insists that AT&T pay a charge for this database dip, even though the carrier holding the 800 number already is required to pay BellSouth for this database dip. To the best of my knowledge, no other BOC assesses such a charge against AT&T. Such an arbitrary position by BellSouth violates its requirement under Checklist Item (x) to provide nondiscriminatory, cost-based access to its databases.

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3. NPA/NXX Activation and Routing

30. AT&T has encountered significant problems with BellSouth's activation and routing of AT&T's NPA/NXXs. BellSouth has failed to program its switches to route calls using AT&T NPA/NXXs to the appropriate AT&T trunk groups. As a result, AT&T calls may be blocked and intercarrier billing may be inaccurate.

31. AT&T's ability to provide ADL service successfully requires timely activation of AT&T NPA/NXXs in BellSouth's central offices, and proper routing of ADL calls, by BellSouth. In order to activate the NPA/NXX, BellSouth must program its switches to identify the ADL number and use the proper code to route the call. Unless BellSouth does so, the NPA/NXX will not be activated, and calls to the ADL number either will not be completed or will be routed incorrectly (resulting in AT&T incorrectly billing other carriers).

32. In his affidavit, Keith Milner of BellSouth states that BellSouth has not failed to activate any NPA/NXX codes as scheduled since mid-1997. This statement is misleading. AT&T noticed several months ago that despite its requests for activation and implementation of routing instructions, AT&T's NPA/NXXs were not being activated with the proper routing instructions. AT&T complained of this failure to BellSouth in June, 1998, when problems were experienced during market readiness testing in Georgia. Although BellSouth subsequently assured AT&T that the problem was fixed, blocking of calls continued. AT&T then sent BellSouth a list of NPA/NXXs that had not been activated properly.⁶ BellSouth stated that it

⁶ Memorandum from Pam Nelson (AT&T) to Debra Stockton (BellSouth), faxed June 4, 1998, Attachment 2 to this affidavit.

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would investigate AT&T's complaint, but denied that any activation problem existed -- even though BellSouth had established an "NXX Single Point of Contact organization" to assist with problems arising due to the "complexity of the NXX Activation Process."⁷

33. BellSouth continues to route calls improperly. In numerous instances during ADL testing, AT&T has found that BellSouth was using the wrong trunks to route calls. As a result of the improper routing, numerous carrier-to-carrier billing problems occur, including the double-billing of calls by AT&T to other carriers.

B. Failure to Provide Number Portability

34. Section 271(c)(2)(B)(xi) of the Act requires that BellSouth provide interim number portability through remote call forwarding, direct inward dialing trunks, "or other comparable arrangements, with as little impairment of functioning, quality, reliability, and convenience as possible."

35. Number portability is essential to the provision of facilities-based local exchange service, including AT&T Digital Link service. Yet, BellSouth has made it virtually impossible for AT&T to order interim number portability for its customers. BellSouth's *ad hoc* unilateral changes to its interfaces and business rules -- indeed, its failure to provide critical documentation and business rules -- has resulted in the AT&T's inability even to submit critical number portability orders to BellSouth -- either electronically or manually. BellSouth likewise has made unilateral changes to the provisioning schedule for the Route Index - Portability Hub

⁷ BellSouth Telecommunications, Inc., Responses to June 25-26, 1998 Workshop Requests, Request No. 18 (Ala. PSC), Attachment 3 to this affidavit.

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method of interim number portability that extend a six-week provisioning schedule. Moreover, despite the fact that customers seek DID numbers for inbound calling in less than 20-number increments, BellSouth insists on applying a non-cost-based special assembly charge whenever a CLEC orders less than a full 20-number block. To make matters worse, BellSouth refuses to process such an order unless the customer agrees in writing with BellSouth to be directly responsible for these charges. Once AT&T provisions number portability to its customers, BellSouth has no process for disconnecting the ported number in the event the customer discontinues its service. Finally, BellSouth refuses to permit CLECs to test the ability to order permanent number portability ("LRN") in Atlanta over the EDI interface until the same day the LRN cutover occurs. As a result, AT&T must order LRN manually until such time as the electronic ordering interface has been tested successfully.

1. Subsequent Partial Migrations

36. AT&T's experience in the ADL market in other regions, particularly in LATA 132 in New York, has shown that customers are most likely to port numbers to AT&T in partial groups, rather than migrate all of their working numbers at once. Because AT&T is new at providing local service, business customers generally have tended to use AT&T for only a part of their local service, and then determine the quality of the service that AT&T provides. If the customer is satisfied with AT&T's service, it will then transfer additional numbers to AT&T. Virtually all of AT&T's ADL customers have taken this approach.

37. The ability to perform subsequent partial migrations of a customer's numbers therefore is critical to AT&T's ability to compete. A customer's satisfaction with the

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service that AT&T has provided on the numbers previously migrated will quickly dissipate if AT&T is unable to achieve transfers of additional numbers quickly and smoothly for the customer. By contrast, BellSouth can add new numbers to a business customer's existing trunks through a routine software translation that takes only seconds to complete.

38. Despite the competitive importance of subsequent partial migrations, BellSouth has constantly changed the specifications and requirements for the ordering process. Most recently, AT&T learned only shortly after it began testing EDI Issue 7 ("EDI-7") -- and only one day before it filed its tariff to provide inbound local calling in Georgia -- that the ordering procedures previously employed in connection with the EDI Issue 6 interface ("EDI-6") could not be used on EDI-7. As a result, AT&T now is compelled to place orders for subsequent partial migrations through a process that requires even more human intervention than the previous ordering process. As Mr. Bradbury describes more fully in his affidavit, AT&T currently must send orders for subsequent partial migrations by fax, given the infeasibility of the few other "alternatives" proposed by BellSouth. Yet BellSouth, as of July 9, 1998, had not advised AT&T of its requirements for accepting such manual orders. As a result of these problems, AT&T's entry plans for ADL have been severely impaired.

39. As described in detail in the affidavit of Jay Bradbury, the problem with subsequent partial migrations arises from BellSouth's insistence that AT&T include an account number for the numbers being migrated, even when the main number was not an end user number migrating on the order. Moreover, BellSouth insisted that this information be included in an optional field (the LOCBAN or Local Account Number field) on the Local Service Request

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approved by the Ordering and Billing Forum to communicate the CLEC's account number.

According to BellSouth, its systems were unable to locate an account number by using the end user telephone number. It is my understanding that BellSouth is the only BOC unable to take an AT&T-assigned main telephone number in the LOCBAN field or any BellSouth telephone number at a line level and use it to find the BellSouth account records.⁸

40. BellSouth's requirement created significant difficulties with respect to partial migrations and subsequent migrations, because BellSouth was requiring two pieces of information on the order and there was only one field. Although BellSouth refused to withdraw its requirement, it agreed to a "work around" that enabled AT&T to place orders for subsequent partial migrations. Under this work around, AT&T would place its own account number in the LOCBAN field and BellSouth's account number in the "Remarks" field of the LSR.⁹ Although orders using the work around would fall out for manual processing by BellSouth, they were transmitted electronically over the EDI-6 interface.

41. At the end of 1997 and the beginning of 1998, AT&T was making plans to offer inbound local calling capability in Georgia. At that time, AT&T knew that BellSouth intended to turn up its EDI-7 interface on March 16, 1998. Because BellSouth represented that the transition from the existing EDI-6 ordering interface to the new EDI-7 interface would be

⁸ See letter from Philip H. Osman (AT&T) to W. Scott Schaefer (BellSouth), dated June 22, 1998 (Attachment 4 hereto).

⁹ When BellSouth later implemented "Phase II" of EDI-6, BellSouth continued the work around but -- without offering any explanation for the change -- required AT&T to submit such orders with the BellSouth account number in the LOCBAN field and the AT&T account number in the Remarks field.

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transparent, AT&T began its testing of the ordering interface using EDI-6. In preparation for the turn up of EDI-7, AT&T also sought to test the ordering scenarios that had worked successfully on EDI-6 (albeit often using "work arounds" and with manual processing on the BellSouth side) to ensure that they would work in an EDI-7 environment.

42. During March, 1998, AT&T submitted 16 ADL test orders to BellSouth on EDI-7. As of early April, however, not a single one of these orders had been completed successfully. Consequently, in early April AT&T decided against shifting to production on EDI-7 for ADL orders, because the interface did not appear to be sufficiently stable.¹⁰ In the interim, AT&T would continue to send ADL orders via EDI-6.

43. Testing during April proved equally unproductive. Although AT&T attempted to send critical ADL test orders (that is, test orders that had to be successfully processed by EDI-7 before AT&T would be able commercially to use EDI-7), not a single order was completed. Further testing disclosed additional serious problems. On May 14, AT&T submitted the last of the 13 critical ADL test orders. Unlike the previous orders, the May 14 order was for a subsequent partial migration (*i.e.*, the porting of additional numbers from a customer who had previously migrated some of its numbers to AT&T). Given the tendency of

¹⁰ See Attachment 5 hereto (voice mail from Ray Crafton, AT&T, to Scott Schaefer, BellSouth, dated April 3, 1998). AT&T advised BellSouth that it was encountering a number of significant problems in sending orders, including BellSouth's requirement that AT&T use Miscellaneous Account Numbers on orders for AT&T-assigned numbers, the difficulty in sending orders for partial migrations, and BellSouth's changing position on the need to include Universal Service Order Codes ("USOCs") for directory listings. *Id.* As I discuss below, and as Mr. Bradbury describes in his affidavit, these problems still existed at the time BellSouth filed its Section 271 application.